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8
9 UNITED STATES DISTRICT COURT
10 FOR THE DISTRICT OF NEVADA

11 DAVID WELCH, a Texas Citizen; STACY
12 WELCH, a Texas Citizen; and JACK WELCH,
13 a Texas Citizen,

14 Plaintiffs,

15 vs.

16 NARCONON FRESH START d/b/a
RAINBOW CANYON RETREAT, a
17 California Corporation; ASSOCIATION FOR
BETTER LIVING AND EDUCATION
18 INTERNATIONAL; NARCONON
INTERNATIONAL
19 and DOES 1-100, ROE Corporations I-X,
inclusive,

20 Defendants.
21

CASE NO. 2:14-cv-00167-JCM-CWH
Dept. No.: 3

STIPULATED PROTECTIVE ORDER

22 IT IS HEREBY **STIPULATED AND AGREED** by and between the undersigned counsel
23 as follows:

24 **1.0 GENERAL INFORMATION:**

25 1.1 Definitions - As used in this Order, the word:

26 1.1.1 "Party" or "Parties" shall include *Plaintiffs* DAVID WELCH, STACY
27 WELCH, JACK WELCH, and *Defendants* NARCONON FRESH START dba

1 RAINBOW CANYON RETREAT, NARCONON INTERNATIONAL,
2 ASSOCIATION FOR BETTER LIVING AND EDUCATION
3 INTERNATIONAL, and each of their/its/his/her employees, agents,
4 representatives, and attorneys (including both outside counsel and inside
5 counsel).

6 1.1.2 "Person(s)" shall include any "Party" to this action, whether an individual,
7 corporation, partnership, company, unincorporated association, governmental
8 agency, or other business or governmental agency.

9 1.1.3. "Confidential Material" shall mean any and all confidential or proprietary
10 documents, data, or information provided in response to written discovery
11 requests, subpoena, deposition testimony, or otherwise produced. All
12 Confidential Materials shall be Bates stamped and marked as confidential with
13 a watermark or legend.

14 1.1.4. "Discovering Party" shall mean the Party who has requested documents
15 designated as Confidential Material under this Stipulated Protective Order or is
16 in possession of documents designated as Confidential Material.

17 1.1.5 "Producing Party" shall mean the Party who has produced documents
18 designated as Confidential Material under this Stipulated Protective Order.

19 1.1.6 "Fresh Start" shall mean Narconon Fresh Start dba Rainbow Canyon Retreat.

20 1.1.7 "NI" shall mean Narconon International.

21 1.1.8 "ABLE" shall mean Association For Better Living And Education
22 International.

23 1.1.9 "Defendants" shall mean Narconon Fresh Start dba Rainbow Canyon Retreat,
24 Narconon International and Association For Better Living And Education
25 International.

26 1.1.10 "Licensing Agreement" shall mean the License Agreement dated May 14,
27 2001, by and between Narconon International and Narconon Southern
28

California, Inc. previously disclosed and identified as LICENSE-00001-9.

1.2 Trade Secrets and Proprietary Information:

Defendants contend that documents designated as Confidential Material represent and/or reflect trade secrets or other confidential and proprietary research, development or commercial information. The Parties agree Defendants have a legitimate interest in protecting trade secrets, or other confidential and proprietary research, development or commercial information, including those which Fresh Start has been granted the non-exclusive right and license to use pursuant to the Licensing Agreement. The Parties agree the protections within this agreement are adequate.

1.3. Nature of this Stipulated Protective Order:

The nature of this Stipulated Protective Order is to protect the Parties' confidential information, including, Defendants' business interests in their own intellectual property, information, and processes. Furthermore, the nature of this Stipulated Protective Order is protect Fresh Start from any liabilities that arise out of the Licensing Agreement. Defendants contend that disclosure of their trade secrets, confidential or proprietary information or any of those referenced in the Licensing Agreement, could cause irreparable and significant harm to Fresh Start, Narconon International, Association For Better Living And Education, and their affiliates. This Stipulated Protective Order is intended to prevent this foreseeable harm and any related unforeseeable harm.

1.4 Public Health & Safety Not At Issue:

The documents and information at issue do not involve the public health and safety, a public entity, or issues important to the general public.

1.5 Good Faith Discovery Cooperation:

It is the purpose of this Stipulated Protective Order and the desire of the Parties to make the broadest range of reasonably relevant documents available to the Parties, without waiving any trade secrets, privilege, or otherwise proprietary information,

while protecting all Parties interests', while adhering to the Licensing Agreement, and without subjecting the Parties and the Court to numerous discovery motions.

1.6 Reliance on this Agreement:

The Parties agree to limit dissemination of any documents and information as set forth in this Stipulated Protective Order and are materially relying on the representations and covenants contained within.

2.0 SCOPE, RELIANCE AND PURPOSE:

2.1 It is a purpose of this Stipulated Protective Order that Defendants will be provided reasonable assurance that:

2.1.1 The documents or information produced by Defendants will be used in this litigation and this litigation only and similar litigation involving the same Defendants and counsel only;

2.1.2 The documents or information produced by Defendants will not be used for commercial purposes;

2.1.3 The documents or information produced by Defendants will not be used for non-litigation purposes.

2.2 The Parties are relying on this Stipulated Protective Order, and would not have produced the documents and information otherwise.

2.3 The Parties' production under this Stipulated Protective Order does not admit or concede the documents or information are relevant or admissible in this litigation.

2.4 This Stipulated Protective Order survives the end of the above-styled litigation.

2.5 The Parties agree good cause exists for this Stipulated Protective Order and for the Court to enter this Order.

2.6 Compliance with this Stipulated Protective Order will be a material term to any settlement agreement reached in this case.

3.0 PRODUCTION OF DOCUMENTS:

3.1 Any documents produced, produced for inspection and/or made available for copying

1 in this action by any Party to this litigation or any third parties whether before or after
2 the date of entry of this Order may be designated Confidential Material. Such a
3 designation shall be made by placing a watermark or legend inscribing the word
4 “Confidential” on the face of each page of each document so designated. In the event
5 a book is produced, the material shall be designated as Confidential Material by placing
6 a watermark or legend inscribing the word “Confidential” on the front cover of the
7 book. Thereafter, if any single page from the book is duplicated, the individual pages
8 shall be designated Confidential Material by placing a watermark or legend inscribing
9 the word “Confidential” on each page of the document so designated.

10 3.2 Such Confidential Materials in whole or in part or in any form, and the information
11 within, may be used and disclosed solely for the preparation and trial of this litigation
12 only, including all appeals. Copies of any discovery designated “Confidential” shall
13 only be provided to parties or persons as identified within this Stipulated Protective
14 Order.

15 3.3 The Parties and their counsel agree to use reasonable efforts not to disclose the
16 information to any third person or entity whatsoever, except to (the following are
17 collectively referred to as “Qualified Person(s)”):

- 18 a. counsel of record in this action on behalf of a Party to this litigation;
- 19 b. employees or agents of counsel including regularly employed support
20 staff, paralegal and clerical personnel who have a direct responsibility
21 for assisting such counsel in the preparation and trial of litigation,
22 including appeals;
- 23 c. outside consultants and experts and their employees or agents retained
24 by counsel or any Party to this litigation for the purpose of assisting in
25 the preparation and trial of this litigation, including appeals;
- 26 d. the United States District Court, District of Nevada, (“the Court”), and
27 court personnel, including stenographic reporters regularly employed

1 by the Court;

2 e. stenographic or video reporters who are otherwise engaged in such
3 proceedings as are necessarily incident to the conduct of this litigation;

4 f. witnesses or prospective witnesses requested by counsel to give
5 testimony or otherwise to prepare for any deposition, hearing, trial or
6 other proceeding in this litigation.

7 Any person or group of people who do not each meet the criteria of a
8 Qualified Person as defined above, shall be deemed to be a “non-qualified
9 person” or “non-qualified persons.”

10 **4.0 DEPOSITIONS**

11 Deposition testimony concerning any Confidential Material shall be designated as Confidential
12 Material under the terms of this Stipulated Protective Order. The court reporter shall note on the
13 record the designation of Confidential Material and shall separately transcribe those portions of the
14 testimony so designated and shall mark the face of such portion of the transcript as “Confidential
15 Material.” The Parties may use Confidential Material during any deposition provided the witness is
16 apprised of the terms of this Stipulated Protective Order and executes the AGREEMENT TO BE
17 BOUND BY PROTECTIVE ORDER REGARDING CONFIDENTIAL INFORMATION,
18 attached as Exhibit “A.” The Parties may use Confidential Material during a deposition only if the
19 room is first cleared of all non-qualified persons.

20 **5.0 CONTESTING THE DESIGNATION OF CONFIDENTIAL MATERIAL**

21 In the event that any Party desires to contest the designation of any documents, information,
22 or testimony as Confidential Material, that Party shall, after requesting and being denied re-
23 designation within a timely manner, shall file an objection with the Court and request a hearing on the
24 matter. At such hearing, the Party designating the information as Confidential Material shall have the
25 burden to establish that Party’s right to protection of the Confidential Material. All such documents,
26 information or testimony shall be treated as Confidential Material until the Court makes a decision
27 regarding the status of the documents, information and testimony.

1 7.0 VIEWING OF DOCUMENTS BY THIRD PARTIES:

2 The Parties agree and acknowledge that before disclosing any Confidential Material to a
 3 Qualified Person, as defined above in Section 3.3(c) of this Stipulated Protective Order, the Party shall
 4 provide to the Qualified Person a copy of this Stipulated Protective Order and each Qualified Person
 5 shall execute a copy of the attached AGREEMENT TO BE BOUND BY PROTECTIVE ORDER
 6 REGARDING CONFIDENTIAL INFORMATION. The executed copy of Exhibit "A" shall be
 7 retained by the attorney who has disclosed the Confidential Material to the Qualified Person.

8 8.0 NO WAIVER BY INADVERTENT PRODUCTION:

9 If any Confidential Material is inadvertently provided to a Discovering Party without being
 10 marked as Confidential in accordance with this Order, the failure to so mark the material shall not be
 11 deemed a waiver of its confidentiality, privilege, or right to object.

12 9.0 RETURN OF DOCUMENTS AT END OF LITIGATION:

13 Within ten (10) days after the final settlement or termination of action, it is the obligation of
 14 the Discovering Party to return or destroy all Confidential Material provided by the Producing Party.
 15 The Discovering Party shall return or destroy all Confidential Material, including all copies, notes,
 16 tapes, papers and any other medium containing, summarizing, excerpting, or otherwise embodying
 17 any Confidential Material, except that the Discovering Party shall be entitled to destroy, rather than
 18 return (a) any Confidential Material stored in or by data processing equipment and (b) work product
 19 memoranda or pleadings embodying Confidential Material, subject to State Bar rules. The Discovering
 20 Party will confirm in writing to the Producing Party its compliance with this Section 9.0.

21 10.0 PHOTOCOPYING PROHIBITED BEYOND THIS LITIGATION:

22 The Confidential Material shall not be photographed, photocopied or reproduced in any
 23 manner except in preparation of or otherwise related to this litigation.

24 11.0 PUBLICATION PROHIBITED:

25 The Confidential Material shall not be published or reproduced in any manner on the Internet,
 26 blogs, bulletin boards, email, newspapers, magazines, bulletins, or other media available publicly or
 27 privately. Likewise, persons may not verbally share the Confidential Material to non-qualified
 28

1 persons.

2 **12.0 ALL DOCUMENTS REVEALED TO THE COURT SHALL BE SEALED:**

3 All motions or other documents filed with the Court, if any, which reveal, include, attach or
4 make reference to any portion of the Confidential Material shall be filed in accordance with the
5 Federal Rules of Civil Procedure and shall be considered Confidential Material governed by the terms
6 of this Stipulated Protective Order.

7 **13.0 NON-WAIVER:**

8 This Stipulated Protective Order is not, and shall not be interpreted as, a waiver by any Party
9 of any right to claim in this lawsuit or otherwise, that the documents or information are privileged or
10 otherwise undiscoverable.

11 **14.0 VIOLATION OF ORDER:**

12 Upon an alleged violation of this Stipulated Protective Order, the Court on its own motion or
13 on the motion of any Party may grant relief as it deems appropriate in law or equity. Should any
14 provision of this Stipulated Protective Order be struck or held invalid by a court of competent
15 jurisdiction, all remaining provisions shall remain in full force and effect.

16 Dated this 6th day of February, 2015.

Dated this 6th day of February, 2015.

17 LEWIS BRISBOIS BISGAARD & SMITH LLP

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19 By: /s/ Alayne Opie
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25 ...

26 ...

27 ...

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1
2 Dated this 6th day of February, 2015

3 BAKER, KEENER & NAHRA, LLP

4 By: /s/ Robert Baker

Robert C. Baker

5 Baker, Keener & Nahra, LLP

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6 Los Angeles, California 90071

and

7 Robert McBride

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Henderson, Nevada 89074

9 *Attorney for Narconon International*

and Association For Better Living

10 *And Education International*

11 **ORDER**

12 Based upon the foregoing Stipulation, and good cause appearing therefore,

13 IT IS HEREBY ORDERED that the Parties have entered into a STIPULATED
14 PROTECTIVE ORDER governing production of documents.

15 IT IS FURTHER ORDERED that the Parties shall be bound by the Stipulated Protective
16 Order.

17 DATED: February 9, 2015

18 
United States Magistrate Judge

19 Respectfully submitted by:

20 LEWIS BRISBOIS BISGAARD & SMITH LLP

21 By: /s/ Alayne Opie

22 S. Brent Vogel, NV Bar 6858

Alayne M. Opie, NV Bar 12623

23 6385 S. Rainbow Boulevard, Suite 600

Las Vegas, Nevada 89118

24 *Attorneys for Defendant Narconon Fresh*

25 *Start dba Rainbow Canyon Retreat ("Fresh Start")*

EXHIBIT "A"

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

DAVID WELCH, a Texas Citizen; STACY
WELCH, a Texas Citizen; and JACK WELCH,
a Texas Citizen,

Plaintiffs,

vs.

NARCONON FRESH START d/b/a
RAINBOW CANYON RETREAT, a
California Corporation; ASSOCIATION FOR
BETTER LIVING AND EDUCATION
INTERNATIONAL; NARCONON
INTERNATIONAL
and DOES 1-100, ROE Corporations I-X,
inclusive,

Defendants.

CASE NO. 2:14-cv-00167-JCM-CWH

Dept. No.: 3

**AGREEMENT TO BE BOUND BY PROTECTIVE ORDER REGARDING
CONFIDENTIAL INFORMATION**

I hereby attest to my understanding that information or documents designated as Confidential Material and the information contained therein are provided to me pursuant to the terms and conditions and restrictions of the STIPULATED PROTECTIVE ORDER entered in the above-styled case. I have been given a copy, read, and understand the STIPULATED PROTECTIVE ORDER. I agree to be bound by it, and consent to the personal jurisdiction of the Court that signed the STIPULATED PROTECTIVE ORDER, for enforcement.

I further agree that I shall not disclose to others in any manner, except in accordance with the STIPULATED PROTECTIVE ORDER, any Confidential Material as defined in that agreement, and that such Confidential Material shall be used only for the purposes of the captioned legal proceeding. I understand that the unauthorized disclosure of Confidential Material could result in the violation of the rights to privacy, and/or serious economic harm to the party providing the Confidential Material

1 which could continue to cause harm even after the termination of that legal proceeding. I further
2 agree and attest to my understanding that, in the event that I fail to abide by the terms of that
3 STIPULATED PROTECTIVE ORDER, I may be subject to sanctions, including sanctions by way
4 of contempt of court, imposed by the Court for such failure.

5
6
7 _____
Signature

Date

8
9 _____
Name printed

CERTIFICATE OF SERVICE

Pursuant to FRCP 5(b), I certify that I am an employee of Lewis Brisbois Bisgaard & Smith LLP and that on this 6th day of February 2015, I did cause a true copy of **STIPULATED PROTECTIVE ORDER** to be placed in the United States Mail, with first class postage prepaid thereon, and addressed as follows:

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/s/ Erin Adams
An Employee of Lewis Brisbois Bisgaard & Smith LLP